

# REQUEST FOR PROPOSAL

RFP 062015

Jail Commissary Service

Bay County Finance Department
On behalf of the Bay County Sheriff's Office

THOMAS HICKNER
BAY COUNTYEXECUTIVE

### REQUEST FOR PROPOSAL- THIS IS NOT AN ORDER OR OFFER

# IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDERS LIST

DATE OF REQUEST JUNE 5, 2015

REFERENCE PROPOSAL NUMBER RFP 062015

QUESTIONS FROM PROPOSERS DUE JUNE 15, 2015

5:00 PM

**RESPONSE DUE FROM COUNTY**JUNE 24, 2015

5:00 PM

PROPOSED DATE/TIME REQUIRED JULY 1, 2015

11:00 A.M.

SUBMIT PROPOSAL TO BAY COUNTY PURCHASING

ATTN: FRANCES MOORE BAY COUNTY BUILDING

7<sup>TH</sup> FLOOR

515 CENTER AVENUE BAY CITY, MI 48708-5128

MARK PROPOSAL "BAY COUNTY SHERIFF'S OFFICE JAIL

COMMISSARY SERVICES. DELIVER TO THE

PURCHASING OFFICE IMMEDIATELY"

Bay County Jail is located at 503 3<sup>rd</sup> Street, Bay City, MI 48708. The facility has a maximum inmate population potential of 249 beds which consist of the housing for Bay County inmates and inmates from other governmental entities. The Jail facility is currently looking for a vendor to provide Commissary kiosk services for a three (3) year period.

Bay County Jail offers the inmates the opportunity to order from the Commissary once per week with a maximum spending limit per week of \$200. The current ordering system utilizes a paper order form but we intend to move to a phone ordering system with this new contract.

Gross receipts for the last two years are as follows:

2013 \$178,095.25

2014 \$167,203.47

Weekly, indigent commissary packages are offered to those inmates classified as indigent. An indigent package contains: soap, body wash/shampoo, toothbrush, toothpaste and deodorant. Current indigent population averages 85 per week.

Commissary items are available to all male and female inmates including but not limited to hygiene products, writing materials, games, candies and limited clothing items. Items cannot be added, deleted or changed in brand names, container, price or packaging without prior written authorization from Bay County Sheriff's Office Jail Administration.

#### SCOPE OF WORK

## **SERVICE REQUIREMENTS**

- 1. Provide a computerized inventory and ordering system, including appropriate hardware and software.
- 2. Provide a check for the proceeds of each month's activity within thirty (30) days after the end of the month, using agreed upon calculations.
- 3. Provide hygiene items at vendor's cost and will be paid for directly by the County.
- 4. The Vendor shall provide for refunds for orders not delivered to inmates who are being released or are otherwise unavailable to receive merchandise.
- 5. The Vendor shall provide a commissary form listing all approved items and prices.
- 6. The delivery schedule must be mutually agreed upon between the Vendor and Sheriff's personnel and may be subject to change. Delivery will be accomplished by Vendor personnel.
- 7. The Vendor shall provide a statewide toll-free telephone number for phone orders.
- 8. The Vendor shall have an accessible customer service department with an individual specifically assigned to the Commissary account. The vendor's customer service must respond to commissary inquires promptly and not later than a twenty-four (24) hour period. The vendor shall provide a statewide toll-free telephone number for customer service calls.
- 9. The Vendor shall assign an employee to act as the key contact person for the awarded vendor. This person must be readily accessible during regular business hours and also by cell phone during "off" hours. The vendor shall provide the name, telephone number and cell phone number of the assigned contact person.
- 10. The Vendor shall resolve all order discrepancies (i.e. shortages, overages, breakages and incorrect items) within 24 hours of notification. If the discrepancies cannot be resolved in that time, then the vendor shall take all steps which the Bay County Sheriff's Office deems to be

reasonably necessary or appropriate to resolve the discrepancy. Vendor shall provide a copy of their procedure.

### KIOSK PROGRAM

It is the intent of the Bay County Sheriff's Office to utilize a phone ordering system via Kiosks located in the booking area and lobby.

### Outline of Services Requested:

- 1. Prefer the financial software integrates with Tyler Munis Financial System. It shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. It must allow for both scheduled and unannounced audits.
- 2. Lobby Kiosk for deposits into inmate accounts shall accept cash, credit or debit cards.
- 3. Commissary Network Inmate Kiosk shall have the following requirements:
  - a. Bar Code and/or PIN access capabilities for Inmate Kiosk
    - i. Account history
    - ii. Ability to view account balances and all transactions
    - iii. Place commissary order request
    - iv. Facility information
      - 1. FAQ's
      - 2. Inmate Handbooks
      - 3. Other information deemed necessary to aid information to the inmate

### **QUALIFICATIONS OF BIDDER**

To be considered for award of this contract, the Vendor must meet the following minimum qualification:

- 1. The Vendor must have qualified and trained staff with sufficient back-up personnel to successfully complete the contract requirements. Vital information must be submitted for each employee that will be in supervisory capacity at the Bay County Jail.
- 2. The Vendor must have a proven ability for contract start-up with two weeks' notice. Vendor shall provide examples of previous start-up successes and challenges.
- 3. The Vendor must have on-site and central office capability to supervise and monitor the program ensuring satisfactory provision of services.
- 4. Vendor must meet or exceed existing ability to interface with Jail Management (Inmate Funds) system.

5. Vendor must be able to provide a secure delivery system. The commissary bags must be tamper-proof and clear to conceal contraband. This secure system must be in place from warehouse to delivery.

### **VENDOR'S RESPONSIBILITIES**

- 1. The vendor shall be properly licensed at all times.
- 2. The vendor shall obey all federal, state and local laws regarding health, sanitation and safety.
- 3. The vendor agrees to observe all state, federal laws and resolutions of the County.
- 4. The vendor agrees to obtain and pay for all necessary federal, state and local licenses. In addition, if required, the vendor shall collect and pay all required sales tax as Bay County is a tax-exempt entity.
- 5. Vendor will assume full responsibility for purchasing supplies and maintaining an acceptable inventory at their warehouse. Vendor shall bear all costs related to the purchase and storage of inventory.
- 6. Prior to the startup of the contract, the vendor shall conduct training sessions with the inmates in their housing units to explain the commissary process.
- 7. Vendor will not increase orders at the time of delivery.
- 8. Vendor shall advise the County when it has knowledge that any of its employees have been charged with a crime during the life of the contract.
- 9. Vendor shall not give or sell commissary items to the facility staff.
- 10. Vendor shall clear all press/media related matters with the Bay County Sheriff's Office prior to communications with the press/media.
- 11. Vendor agrees to exercise security measures consistent with the Bay County Sheriff's Office rules and regulations.
- 12. Vendor will not sell commissary to inmates in excess of the cash balance or the inmate's commissary limit of the item set by the facility. Please provide a copy of your procedures

### **CONTENTS OF PROPOSAL PACKET:**

- 1. All pricing must be valid for one-hundred and twenty (120) days after the previous stated proposal date.
- 2. Pricing must be submitted on the provided form. **SEE ATTACHMENT A**

- 3. References, three (3) current and three (3) past. MUST BE JAIL FACILITIES **SEE ATTACHMENT B**
- 4. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **SEE ATTACHMENT C**

# 5. Technical Proposal. LABEL ATTACHMENT D Introduction

- 1. Company Profile
  - a. Date organized to provide commissary management in institutional and correctional facilities.
  - b. Corporate background and depth of support:
    - i. Number of employees.
    - ii. Number of years doing business.
  - c. Describe current contracts or business with other correctional commissary service facilities:
    - i. Client.
    - ii. Date of original contract.
    - iii. Type/size.
- 2. Company achievements in providing correctional commissary service management.
- 3. Corporate office organizational structure.
- 6. Operational Requirements (LABEL ATTACHMENT E)

All proposals must clearly define:

- 1. Procedures for dealing with inmate complaints about products and services and minimizing the potential of inmate litigation.
- 2. All equipment necessary for efficient commissary service operation, including hardware or software requirements.
- 3. Policies and Procedures the proposal shall indicate the method the vendor will follow in establishing and revising commissary services policies and procedures.
- 4. Describe your financial program and its ability to integrate with Tyler Munis Financial System. The software program must be compatible with Windows 7 or higher.
- 5. Provide detail for how refunds for orders not delivered to inmates who are being released or are otherwise unavailable to receive merchandise will be processed.
- 6. Detail how the delivery schedule will work. Note delivery to the inmates will be accomplished by Bay County Sheriff's Office personnel.
- 7. Provide a preliminary transition plan.
- 8. Provide procedures preventing inmates from ordering items in excess of their cash balances.
- 9. Provide procedures to rectify order discrepancies.

#### **GENERAL INFORMATION:**

1. CHANGES TO RFP: All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.

As this Request for Proposal is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposal submitted by proposer and the version maintained by the County of Bay Purchasing Division, the version maintained by the County of Bay Purchasing Division shall govern.

CONTACT INFORMATION: To receive future communications related to this RFP, possible bidders are
asked to immediately send contact information by email to Frances Moore, Bay County Purchasing
Agent, at <a href="mailto:mooref@baycounty.net">mooref@baycounty.net</a>; failure to do so may limit your ability to submit a complete,
competitive proposal.

### 3. BONDS:

- 3.1 Bid\_Bond: A deposit of 5% of the total bid will be required with the submission of the Proposal. This must be in the form of a bid bond, certified check, treasurers or cashier's check.
- 3.2 Performance and Payment Bond: Prior to the execution of a contract, the successful Bidder shall furnish to the County a performance and payment bond in the amount of one hundred percent (100%) of the contract amount covering the faithful performance of the contract and the payment of all obligations arising thereunder. Said bond shall be secured through a recognized surety company licensed to do business in the State of Michigan and may be obtained through Bidder's usual sources, subject to the approval of the County. A performance, labor and material bond in the full amount of the proposal will be required of the successful Bidder. Cost of the same shall be included in the Proposal.
- 4. RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
- 5. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.

- 6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
- 7. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7<sup>th</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

- 8. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
  - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
  - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
  - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

- "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
- 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
- 9. COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
- 10. PROPOSAL DELIVERY: Proposals must be returned no later than **July 1, 2015 @ 11:00 A.M.** in a sealed envelope clearly marked "Bay County Sheriff's Office Commissary Service"--- Deliver to the **Purchasing Office immediately**. Please provide three (3) printed copies of the submission as well. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7<sup>th</sup> Floor, Bay City, Michigan 48708.

### The County will not accept proposals sent by FAX machine or E-mail.

11. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

- 12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7<sup>th</sup> Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
- 13. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.

The County is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience or capacity may be overriding factors. The proposal evaluation criteria should be viewed a standards, which measure how well a bidder's approach meets the desired requirements and needs of the County.

The County reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all proposal, if to do so is deemed in the best interest of the County. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom is it proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the County.

- 14. EVALUATION: Proposers are advised that the Request for Proposals are considered to be under evaluation until contract award. The Purchasing Division and County staff are restricted from giving any information relative to the proposals or the "progress" of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process.
- 15. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
- 16. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as

follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

- 17. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7<sup>th</sup> Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, within ten (10) working days from the date of the notice of intent to award.
- 18. QUESTIONS: All questions about this RFP must be directed by June 15, 2015, 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than June 24, 2015 and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the May 1, 2015 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other personas are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desire by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information giving to a prospective bidder concerning the Request for Proposal will be furnished to all prospective banks as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

- 19. INTERVIEWS: The County of Bay reserves the right to interview any number of qualifying financial institutions as part of the evaluation process. The decision of which Institution to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. The County reserves the right to award in its best interests without interviews. Meeting with shortlisted proposers will provide additional information and criteria upon which the County will base its selection decision. The County of Bay reserves the right to select and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.
- 20. SCOPE OF SERVICES: The County reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting accounts, services and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be increases or decreases.

**ADA ASSISTANCE**: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn
Director of Personnel and Employee Relations
Bay County Building
515 Center Ave. 3<sup>rd</sup> Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent Bay County Finance Department Bay County Building 515 Center Ave. 7<sup>th</sup> Floor Bay City, MI 48708 989-895-4037

mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

### **ATTACHMENT A**

### PRICING PROPOSAL FORM

| Commission Percentage of gross receipts |   |
|---|---|
| Year One (1)                            | % |
| Year Two (2)                            | % |
| Year Three (3)                          | % |

### **CERTIFICATION**

The individual signing below certifies:

- 1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
- 2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
- 3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
- 4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
- No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

| Signature:       | <br> |
|------------------|------|
| Print Name:      | <br> |
| Title:           | <br> |
| Company Name:    |      |
| Company Address: |      |
|                  |      |
| Phone Number:    |      |
| Fax Number:      |      |
| E-mail Address:  |      |
| Date:            |      |
|                  |      |

## **REFERENCES - CURRENT**

| 1    | Customer Name: | Contact Name: | Contact Title:      |
|------|----------------|---------------|---------------------|
| Addr | ess:           |               | Phone Number:       |
|      |                |               | Length of Contract: |
| 2    | Customer Name: | Contact Name: | Contact Title:      |
| Addr | ess:           |               | Phone Number:       |
|      |                |               | Length of Contract: |
| 3    | Customer Name: | Contact Name: | Contact Title:      |
|      |                |               | Phone Number:       |
| Addr | ess:           |               | Length of Contract: |
|      |                |               |                     |

## **REFERENCES - PAST**

| 1        | Customer Name:     | Contact Name: | Contact Title:         |
|----------|--------------------|---------------|------------------------|
| Addr     | ess:               |               | Phone Number:          |
| Reaso    | on for Separation: |               | Length of<br>Contract: |
| 2        | Customer Name:     | Contact Name: | Contact Title:         |
| Addr     | ess:               |               | Phone Number:          |
| Rease    | on for Separation: |               | Length of<br>Contract: |
| 3        | Customer Name:     | Contact Name: | Contact Title:         |
| Address: |                    |               | Phone Number:          |
| Reaso    | on for Separation: |               | Length of<br>Contract: |